

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

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(Admitted *pro hac vice*)

**PROPOSED ATTORNEYS FOR DEBTOR**

In re:

LTL MANAGEMENT LLC,<sup>1</sup>

Debtor.

**SKADDEN, ARPS, SLATE,  
MEAGHER & FLOM LLP**

Allison M. Brown, Esq.  
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**PROPOSED SPECIAL COUNSEL FOR  
DEBTOR**

Chapter 11

Case No.: 23-12825 (MBK)

Judge: Michael B. Kaplan

**ORDER AUTHORIZING RETENTION OF  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP**

The relief set forth on the following pages is hereby **ORDERED**.

<sup>1</sup> The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

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Debtor: LTL Management LLC

Case No. 23-12825-MBK

Caption: Order Authorizing Retention of Skadden, Arps, Slate, Meagher & Flom LLP

Upon the application (the “Application”) of LTL Management LLC (the “Debtor”) for authorization to retain Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) as special counsel to the Debtor, effective as of April 4, 2023, it is hereby **ORDERED**:

1. The Application is GRANTED to the extent set forth below.
2. Pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, the Debtor is authorized to employ and retain Skadden as its special counsel in the Chapter 11 Case, effective as of the Petition Date, April 4, 2023.
3. Skadden shall file monthly, interim and final fee requests for allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and the Local Bankruptcy Rules, the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective as of November 1, 2013, (the “Fee Guidelines”), and any other applicable procedures and orders of this Court, including any order approving interim compensation procedures. The rights of all parties in interest with respect to any such fee requests, and the right of Skadden to respond to any such objection, are fully preserved.
4. If the professional requested a waiver as noted below, it is  Granted  Denied.
  - Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
  - Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
5. Skadden shall bill only 50% for its services for non-working travel.
6. Skadden shall not seek reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of Skadden’s fee applications in this case.
7. Skadden will agree to make a reasonable effort to comply with the U.S. Trustee’s requests for information and additional disclosures as set forth in the Fee Guidelines.
8. Skadden will use the billing and expense categories set forth in the Fee Guidelines (Exhibit D-1 “Summary of Compensation Requested by Project Category”).

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Debtor: LTL Management LLC

Case No. 23-12825-MBK

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9. Skadden shall provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the U.S. Trustee.
10. All parties in interest have the right to object to any allocation of fees and expenses as between the Debtor and J&J and/or any non-Debtor affiliates.